

Steven J. Pitterle
Director – Negotiations
Network Services



Network Services
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September 27, 2000

Peter Lynch - President
TallGrass Communications, Inc.
1 South 450 Summit Ave, Suite 140
Oakbrook Terrace, IL 60181

Dear Mr. Lynch:

Verizon North Inc., f/k/a GTE North Incorporated ("Verizon") has received your letter stating that, under Section 252(i) of the Telecommunications Act of 1996 (the "Act"), TallGrass Communications, Inc. ("TallGrass") wishes to adopt the terms of the Interconnection Agreement between @Link Networks, Inc. f/k/a Dakota Services Limited ("@Link") and GTE that was approved by the Commission as an effective agreement in the State of Wisconsin in Docket No. 1517-TI-101 (the "Terms"). I understand you have a copy of the Terms. Please note the following with respect to your adoption of the Terms.

1. By your countersignature on this letter, you hereby represent and commit to the following three points:
 - (A) TallGrass adopts the Terms of the @Link agreement for interconnection with Verizon and in applying the Terms, agrees that TallGrass Communications, Inc. shall be substituted in place of @Link Networks, Inc. f/k/a Dakota Services Limited ("@Link") in the Terms wherever appropriate.
 - (B) TallGrass requests that notice to TallGrass as may be required under the Terms shall be provided as follows:

To: TallGrass Communications, Inc.
ATTN: James J. Hurley III - CFO
1 South 450 Summit Ave, Suite 140
Oakbrook Terrace, IL 60181
TEL: 630/889-9900 x112
FAX: 630/620-6953
Email: jhurley@tallgrassdsl.com

AND

Douglas G. Bonner
Arent Fox Kintner Plotkin & Kahn
1050 Connecticut Ave., NW
Washington, DC 20036-5339
TEL: 202/857-6293
FAX: 202/857-6395
Email: bonnerd@arentfox.com

- (C) TallGrass represents and warrants that it is a certified provider of local telecommunications service in the State of Wisconsin, and that its adoption of the Terms will cover services in the State of Wisconsin only.
2. TallGrass's adoption of the @Link Terms shall become effective upon Verizon's filing of this letter with the Wisconsin Public Service Commission and remain in effect no longer than the date the @Link Terms are terminated. The @Link agreement is currently scheduled to expire on May 14, 2001.
 3. As the Terms are being adopted by you pursuant to your statutory rights under section 252(i), Verizon does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Terms does not in any way constitute a waiver by Verizon of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Verizon of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of TallGrass's 252(i) election.
 4. On January 25, 1999, the Supreme Court of the United States ("Court") issued its decision on the appeals of the Eighth Circuit's decision in *Iowa Utilities Board*. Specifically, the Supreme Court modified several of the FCC's and the Eighth Circuit's rulings regarding unbundled network elements and pricing requirements under the Act. *AT&T Corp. v. Iowa Utilities Board*, No. 97-826, 1999 U.S. LEXIS 903 (1999). Certain provisions of the Terms may be void or unenforceable as a result of the Court's decision of January 25, 1999 and the remand of the pricing rules to the United States Eighth Circuit Court of Appeals. Moreover, nothing herein shall be construed as or is intended to be a concession or admission by either Verizon or TallGrass that any provision in the Terms complies with the rights and duties imposed by the Act, the decision of the FCC and the Commissions, the decisions of the courts, or other law, and both Verizon and TallGrass expressly reserve their full right to assert and pursue claims arising from or related to the Terms.

5. Verizon reserves the right to deny TallGrass's adoption and/or application of the Terms, in whole or in part, at any time:
 - (a) when the costs of providing the Terms to TallGrass are greater than the costs of providing it to the @Link;
 - (b) if the provision of the Terms to TallGrass is not technically feasible; and/or
 - (c) to the extent TallGrass already has an existing interconnection agreement (or existing 252(i) adoption) with Verizon and the Terms were approved before the date of approval of the existing interconnection agreement (or the effective date of the existing 252(i) adoption).
6. As noted above, pursuant to Rule 809, the FCC gave ILECs the ability to deny 252(i) adoptions in those instances where the cost of providing the service to the requesting carrier is higher than that incurred to serve the initial carrier or there is a technical incompatibility issue. The issue of reciprocal compensation for traffic destined for the Internet falls within this exception. Verizon never intended for Internet traffic passing through a telecommunications carrier to be included within the definition of local traffic and subject to the corresponding obligation of reciprocal compensation. Despite the foregoing, some forums have required reciprocal compensation to be paid. This produces the situation where the cost of providing the service is not cost based. With this in mind, Verizon opposes, and reserves the right to deny, the adoption and/or the application of the provisions of the Terms that might be interpreted to characterize traffic destined for Internet as local traffic or requiring the payment of reciprocal compensation.
7. Should TallGrass attempt to apply the Terms in a manner that conflicts with paragraphs 3-6 above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.

Please sign this letter on the space provided below and return it to the undersigned.

Sincerely,

Verizon North Inc., f/k/a GTE North Incorporated

Steven J. Pitterle
Director - Negotiations
Network Services

Reviewed and countersigned as to points A, B, and C of paragraph 1:

TallGrass Communications, Inc.

(SIGNATURE)

(PRINT NAME)

c: Nick Schmidt – Verizon